

**LEGAL NOTICE
REQUEST FOR PROPOSALS
TOWN OF ELLINGTON
NOVEMBER 28, 2012**

**GEOTECHNICAL INVESTIGATION AND ENGINEERING SERVICES AT CRYSTAL
LAKE ELEMENTARY SCHOOL**

Sealed proposals will be received by the Town of Ellington, acting through its Finance Officer to provide geotechnical investigation and engineering services at Crystal Lake Elementary Schools. Proposals are to be delivered to the Finance Officer, Ellington Town Hall clearly marked **GEOTECHNICAL INVESTIGATION AND ENGINEERING SERVICES AT CRYSTAL LAKE ELEMENTARY SCHOOL**, sealed and shall be directed to:

Nicholas J. DiCorleto, Jr., Finance Officer
Town of Ellington
55 Main Street
Ellington, CT 06029

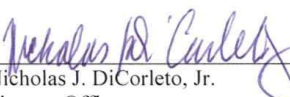
Proposals will be received until **2:00 P.M., THURSDAY, DECEMBER 13, 2012**. Proposals will then be publicly opened, and read aloud in the Meeting Hall of Town Hall.

The complete Request for Proposal may be obtained at the office of the Finance Officer, 55 Main Street, Ellington, Connecticut during normal business hours, or on the Ellington Town web site www.ellington-ct.gov.

No proposal may be withdrawn for a period of ninety (90) days after opening of the proposals without approval and written consent of the Town of Ellington.

The Town of Ellington reserves the right to reject any or all proposals, to waive any informalities, omissions, excess verbiage or technical defects in the responses and the Town need not necessarily award the contract to the proposer offering the lowest price if, in the opinion of the Town, it would be in the best interest of the Town of Ellington to accept another proposal.

TOWN OF ELLINGTON

By 
Nicholas J. DiCorleto, Jr.
Finance Officer

Town of Ellington



Request For Proposals (RFP) for GEOTECHNICAL INVESTIGATION AND ENGINEERING SERVICES at Crystal Lake Elementary School

All submittals must be made in accordance with the specifications supplied by:

The Town of Ellington
Permanent School Building Committee
55 Main Street
Ellington, Connecticut 06029

Submittals will be received in the Purchasing Office until **December 13, 2012, 2:00 PM Eastern Time**

Nicholas J. DiCorleto, Jr.
Finance Officer/Treasurer
Town of Ellington
55 Main Street
Ellington, CT 06029

INVITATION TO SUBMIT PROPOSAL

The Permanent Building Committee is seeking to engage a Geotechnical Consulting firm to provide hazardous material testing and construction cost estimating services necessary to expand and renovate the Crystal Lake Elementary School located at 284 Sandy Beach Road in Ellington, CT.

Permanent Building Committee
Town of Ellington
55 Main Street
Ellington, CT 06029

All questions regarding this Request for Proposal shall be submitted, in writing, to Nicholas J. DiCorleto, Jr. Finance Officer/Treasurer via email at: ndicorleto@ellington-ct.gov no later than December 10, 2012. Subject to the limitations of Public Act 08-169, Permanent Building Committee and the Town of Ellington reserves the right to accept or reject any or all qualification statements or parts thereof, for any reason, if such action is in the best interest of the Town of Ellington.

PROJECT SCHEDULE: The project will be following the approximate schedule below:

- Advertise for Geotechnical Proposal (11/30/12)
- Receive FEE PROPOSALS (12/13/12)
- Geotechnical Selection (12/14/12)
- Geotechnical authorized to proceed (12/14/12)
- Field test borings (12/14/12 – 1/4/13)
- Final Report (1/15/13)

QUALIFICATION CRITERIA: Eligible consultants are required to meet all of the following qualification criteria. Firms not meeting all of the following criteria shall clearly state which criteria they do not meet.

1. The Geotechnical consulting firm (not individual employee) must have completed a minimum of five (5) public school projects in the State of Connecticut in the past five years.
2. Firm(s) shall maintain a fully staffed, Connecticut based office and they shall be properly insured and licensed to practice Geotechnical Consulting in the State of Connecticut.
3. The firm must perform all geotechnical work with its own forces. Testing borings and geotechnical laboratory services (if applicable) may be subcontracted.
4. All test boring inspections shall be performed by qualified staff under the direct supervision of a professional engineer registered in the State of Connecticut.

SCOPE OF SERVICES AND PROPOSAL FORMAT:

I. Site and Project Description

See attached site and floor plans which show existing conditions, and general geographic locations of additions and therefore the likely proposed borings.

The scope of work is for renovations and expansion of the existing building.

II. General Requirements

A. The geotechnical investigation shall be performed by a qualified engineering firm engaged in and having experience with such work on an ongoing basis, and shall be in conformance with all applicable state building codes and standards of care. All subsurface exploration, analyses, and reports shall be prepared/performed under the direct supervision of a professional engineer registered in the State of Connecticut who shall sign all reports.

B. The drilling contractor is to be retained by the geotechnical engineer and the drilling cost shall be included with the proposal. The geotechnical consultant shall directly oversee the drilling subcontractor's activities.

C. The final geotechnical investigation report must be received by January 15, 2013.

III. Subsurface Explorations

A. Soil borings: Perform fifteen (15) soil borings at the general locations indicated on the attached drawing by hollow stem auger or wash casing drilling techniques. Soil samples shall be retrieved at five foot intervals or strata changes in accordance with ASTM D1586. Soils shall be classified in the field by an experienced geotechnical technician using the Burmister soil classification system. Subsurface conditions at each boring shall be recorded on boring logs prepared for each boring which shall indicated sampling intervals, blow counts, groundwater depths, strata changes, and any other pertinent observations. Number of borings shall be not less than 15 as indicated on attached drawings.

Advance borings to a minimum depth of 30 feet below existing ground surfaces or a minimum of 5 feet into competent bearing strata or refusal. If unsuitable soil conditions are encountered at depth, extend borings at least fifteen feet into competent bearing strata, as evidenced by three consecutive spilt spoon samples.

Rock coring is not anticipated to be required for this project. If, in the judgment of the geotechnical engineer, rock coring appears warranted due to shallow refusal conditions, then the geotechnical engineer shall advise the Client of the need for rock coring and a unit price for rock coring shall be negotiated at that time. Rock coring shall not be performed until receiving authorization to proceed.

B. The geotechnical engineer shall be responsible for contacting Call Before You Dig and obtaining clearance to perform the explorations at the site. Coordination with the site owner will be coordinated by Geotechnical engineer.

V. Engineering Evaluation, Report and Project Specifications

A. The geotechnical engineer shall prepare a comprehensive report that summarizes the results of subsurface explorations and the engineer's interpretation, analyses, and detailed, site-specific recommendations for foundation design and earthwork construction for the project. At a minimum, the report shall contain the following:

1. Summary of subsurface exploration program and subsurface conditions encountered, including all strata encountered, ground water observations, refusal depths, and/or bedrock encountered. The summary will at least include individual boring logs and an as-drilled location plan.
2. Recommendations for foundation support with net allowable bearing pressure.

If spread footings are not appropriate, provide recommendations for appropriate alternatives. Identify acceptable bearing strata.

3. Estimates of total and differential settlements, and frost penetration protection for buried structures.
4. Determination of the waterproofing/water control measures for foundations and slabs.
5. Recommended backfill materials and compaction requirements, including comment on the suitability of the existing on site soils for use as backfill materials.
6. Footing and slab subgrade preparation requirements.
7. Identification of the seismic class and load soil factor ("S" value), and liquefaction potential for problems.
8. Recommended methods for temporary lateral support of excavations, if applicable, and lateral load factors for foundation design.
9. Identify procedures for protecting existing structures during construction of new structures.
10. If rock excavation is anticipated, provide recommendations regarding rock removal, pre-construction surveys, seismic monitoring, and protection of adjacent structures/utilities.

A Town of Ellington contract based on the Consultant's proposal for fifteen (15) borings and an additional per boring charge will be negotiated between the Town and the selected Geotechnical Consultant.

INSURANCE REQUIREMENTS

A. GENERAL REQUIREMENTS

The Geotechnical Consultant shall be responsible for maintaining insurance coverage in force for the life of the contract of the kinds and adequate amounts to secure all of the Geotechnical Consultant's obligations under this contract with an insurance company (ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut and acceptable to the Finance Officer. The insurer shall provide the Ellington Board of Education, Permanent Building Committee and the Town with Certificates of Insurance signed by an authorized representative of the insurance company (ies) prior to the performance of this contract describing the coverage and requiring that the insurer shall give the Permanent Building Committee and the Town written notice at least thirty (30) days in advance of any termination, expiration, nonrenewal or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the Architect's and Geotechnical Consultant's responsibility under this contract. The Geotechnical Consultant, at the Geotechnical Consultant's own cost and expense, shall procure and maintain all insurance's required and shall include the Ellington Board of Education, Permanent Building Committee and the Town as Additional Insured on all contracts, except Workers' Compensation and Professional Errors and Omissions coverage. In order to facilitate this requirement for insurance, it is recommended that the Geotechnical Consultant forward a copy of these requirements to their insurance representative(s).

B. SPECIFIC REQUIREMENTS

(1) Workers' Compensation Insurance

The Environmental Consultant shall provide statutory Workers' Compensation Insurance, including Employer's Liability with limits of: \$100,000 Each Accident \$500,000 Disease, Policy Limit \$100,000 Disease, Each Employee

(2) Commercial General Liability Insurance

The Environmental Consultant shall carry Commercial General Liability insurance. A per occurrence limit of **\$1,000,000** bodily injury and property damage is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) Business Automobile Liability Insurance

The Environmental Consultant shall carry Business Automobile Liability Insurance. A per occurrence limit of **\$1,000,000** bodily injury and property damage is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

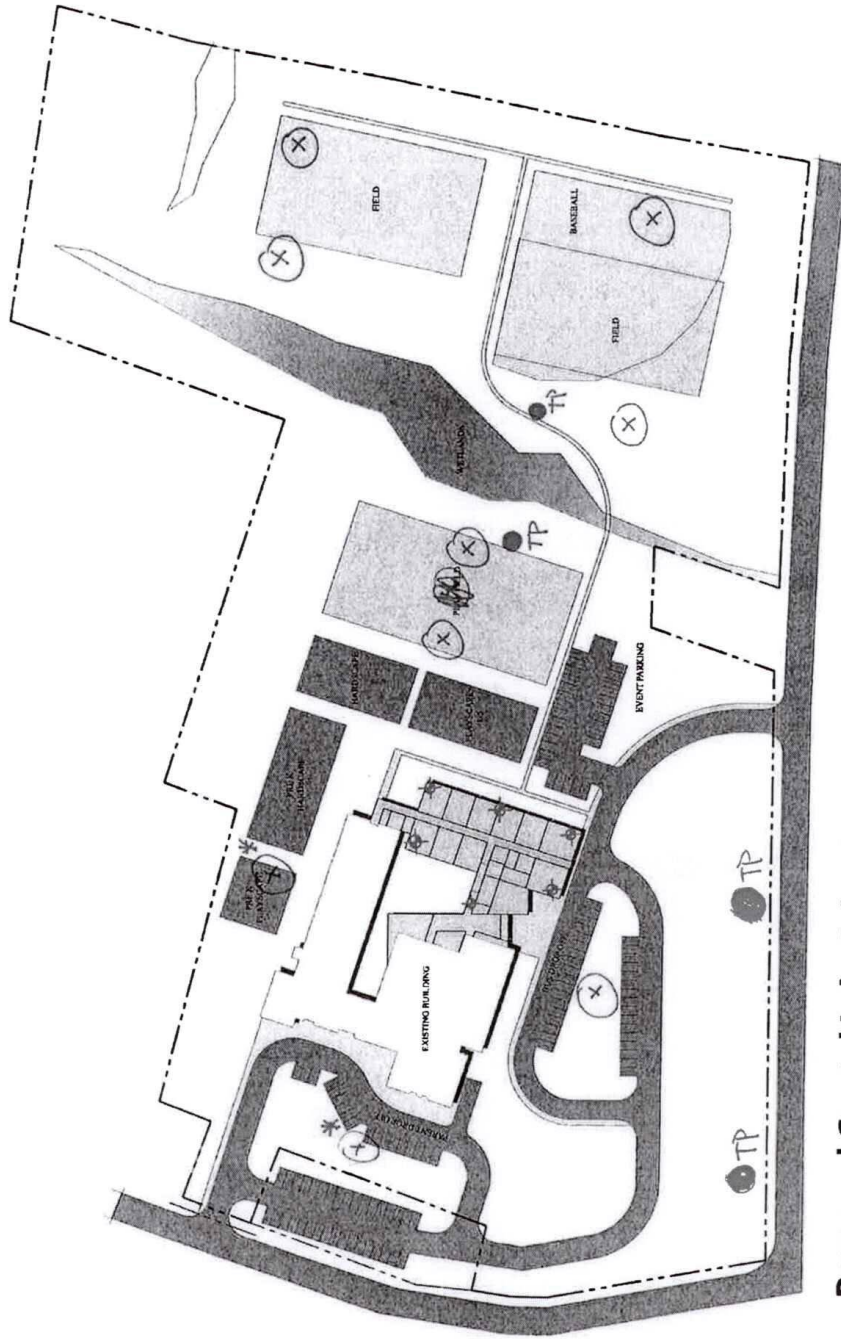
C. SUBCONTRACTOR REQUIREMENTS

The Geotechnical Consultant shall require that any subcontractors and independent contractors hired by the Geotechnical Consultant carry sufficient amounts of insurance and obtain Certificates of Insurance before subcontractors and independent contractors are permitted to begin work. The Geotechnical Consultant shall require that the Ellington Board of Education, Permanent Building Committee and the Town be included as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work. The Geotechnical Consultant and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the Permanent Building Committee and the Town, and their offices, agents, servants and employees for losses arising from work performed by each on this contract.

13. INDEMNIFICATION

A. The Geotechnical Consultant shall, at all times, defend, indemnify, protect and save harmless the Ellington Board of Education, the Town of Ellington, the Permanent Building Committee and their respective officers, agents and employees (collectively, the "Indemnitees") from and against any and all liabilities, actions, claims, damages, losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees) arising out of injuries to the person including death, property damage or other damages sustained by any of the Indemnitees, Construction Manager, or any other person, part or entity, to the extent any such injuries, damage or damages, are caused or alleged to have been caused in whole or in part by the negligent acts, omissions or errors of the Geotechnical Consultant or any of its officers agents representatives, employees or subcontractors. The expenses, covered by the foregoing indemnification shall include those to investigate, defend and settle any claim, judgment or payment of any legal liability. Upon demand of the Indemnitees, the Geotechnical Consultant shall immediately pay to the Town of Ellington the amount of any expenses incurred by any of the Indemnitees that is covered by the foregoing indemnification. The obligations of the Geotechnical Consultant under this indemnification shall survive the termination or expiration of this Agreement. The existence of insurance shall in no way limit the scope of this indemnification.

END OF REQUEST FOR PROPOSAL



**Proposed Crystal Lake School
Scheme 3**

- ⊗ - Site Boring
- ⊗ - Site Boring ! Sieve Analysis of 12" bore material
- TP - Test Pit

GEOTECHNICAL SERVICES CONTRACT

THIS AGREEMENT is made by and between the Town of Ellington, acting herein by MAURICE W. BLANCHETTE, Its First Selectman, Duly Authorized, (hereafter called "Town") and (hereafter called "_____").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, the parties agree with each other as follows:

1. **The Project.** The Town has entered into a contract to construct certain additions and improvements to the Crystal Lake School, Sandy Beach Road in Ellington, Connecticut. All work has been designed by Silver Petrucelli & Associates, architects of Hamden, Connecticut and contracts exist with the architect to perform various duties in connection with this project. Not included in the architect's contract, but subject to this Contract, is Geotechnical Testing as more particularly defined in the Request For Qualifications/Proposal dated November 28, 2012.

2. **Permanent Building Committee.** Pursuant to the Ellington Charter, the Ellington Permanent Building Committee (PBC) is charged with the overall supervision of the project described in Paragraph 1. In order to carry out its duties, it has determined that it is necessary for it to engage a qualified consultant to provide Geotechnical Testing. Having made that determination, that Committee approved and authorized the hiring of _____ to fulfill that position at its meeting on _____, 2012.

3. **Representation by _____.** Contractor hereby represents to the Town that it has experience and qualifications as set forth in its Proposal dated _____, 2012 to meet the needs of the architect, Connecticut Board of Education and that it is ready, willing, able and available to accept the responsibilities for this part of the project under the terms and conditions set forth in this agreement. Contractor further represents that it is able to meet the time schedule set forth in the RFQ/P to complete testing by January 1, 2012 and submit its final report by January 15, 2013.

4. **Scope of Duties for Contractor.**

4.1 Meet with the architect to assess the need for and location of testing and to develop a schedule for that work.

4.2 Develop inspection and testing protocols.

4.3 Provide the results of the testing to the design team, the owner's representative on a timely basis

4.4 Provide a record of the results of the testing.

4.5 To carry out the testing and reporting as required by the RFQ/P and Contractor's proposal.

5. **Limitation on Delegation of Duties.**

5.1 The services provided herein shall be performed by CONTRACTOR and their personnel of which CONTRACTOR represents there are an adequate number with necessary qualifications to perform this contract and no other person or entity shall be engaged in or for such work or services except on written approval of the PBC.

6. **Relationship of Parties. - Independent Contractor**

6.1 CONTRACTOR is an independent contractor and shall determine when and what hours are necessary for it to accomplish its consulting work. It shall determine all of the methods to be used by it in order to advise the PBC as to satisfactory completion of all of its inspections and tests.

7. **Compensation.**

7.1 In consideration for the services to be provided by CONTRACTOR, the Town shall pay CONTRACTOR as billed in accordance with the schedule of unit charges contained in its Proposal for work actually performed the total sum of _____ DOLLARS subject to adjustment as set forth in CONTRACTOR's fee proposal.

7.2 To obtain partial payments, CONTRACTOR shall prepare an invoice setting forth the work it has accomplished to the date of the invoice relative to the work/value input to the jobs and have that approved by the Owner's Representative, Peter Williams, who must then submit the invoice with his recommendation to the PBC. Payment will then be made from the Town Finance Department within 30 days after PBC approval. No interest will be allowed or charged.

8. **Termination of the Agreement.**

8.1 This agreement may be terminated by either party upon seven (7) calendar days written notice with or without cause.

8.2 If the Town terminates this contract without cause, then it shall be obligated to pay for all services performed by CONTRACTOR to the date CONTRACTOR receives notice of cancellation.

8.3 If the Town terminates this contract with cause, then it shall be obligated to pay for all services actually delivered to the Town as of the date it notifies CONTRACTOR of cancellation. Cause shall include the failure of CONTRACTOR to provide the services it has agreed to perform in a timely manner in accordance with the work and value schedule.

8.4 If CONTRACTOR terminates this contract without cause it shall be liable to the Town for the Town's actual cost to obtain similar replacement services from another consultant or to pay the increased cost of its employees to perform the same work, at the Town's option.

8.5 If CONTRACTOR terminates this contract with cause, it shall be entitled to receive payment for all of its services performed to the date it sends notice of termination to the Town, plus interest on any unpaid portion of the debt at the rate of 10% beginning 30 days from the date the Town receives such notice provided it delivers the results of that service to the Town. The failure to pay any invoice without an explanation or valid reason within 30 days following PBC approval shall constitute good cause.

9. **Attachments to Contract.**

- 9.1 Request for Qualifications/Proposal dated
- 9.2 Addendum #___ dated
- 9.3 CONTRACTOR qualification statement
- 9.4 CONTRACTOR fee proposal

10. Dispute Resolution. The parties agree that any dispute under this contract is to be resolved by binding arbitration under the rules of the American Arbitration Association with any hearing to be held in Tolland County, CT, unless

otherwise mutually agreed, and each party is to pay its own expenses including attorney's fees and to share the cost of arbitration equally.

11. Insurance. CONTRACTOR will provide a Certificate of Insurance naming the Town of Ellington, the Ellington Board of Education and the Permanent Building Committee as additional insureds on its general liability and motor vehicle (not malpractice) insurance policies in the amount of ONE MILLION DOLLARS each in companies licensed to do business in Connecticut.

This Agreement is entered into as of the _____ day of _____, 2012.

OWNER:
TOWN OF ELLINGTON

CONTRACTOR

By: _____
MAURICE W. BLANCHETTE,
First Selectman

By: _____

Duly Authorized

By: _____
Nicholas J. DiCorleto, Jr.
Finance Officer